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CORTEZ BRAHAM, JR.,

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

CORTEZ BRAHAM, JR.,

Plaintiff,

vs.

NATIONAL COLLEGIATE ATHLETIC
ASSOCIATION,

Defendant.

Case No.

**COMPLAINT FOR INJUNCTIVE
RELIEF**

COMES NOW Plaintiff CORTEZ BRAHAM, JR., (“Plaintiff”) and brings this action against Defendant NATIONAL COLLEGIATE ATHLETIC ASSOCIATION, (“Defendant”) by and through his counsel of record, BRANDON D. WRIGHT, ESQ., and GREGG E. CLIFTON, ESQ., (*Pro Hac Vice Pending*), of and for the law firm of LEWIS BRISBOIS BISGAARD AND SMITH.

1. Plaintiff CORTEZ BRAHAM JR., (“Plaintiff” or “Braham”) brings this action for immediate and permanent injunctive relief, compensatory and punitive damages, and attorneys’ fees and costs to enjoin and redress the National Collegiate Athletic Association’s (“NCAA” or “Defendant”) use against Braham, a student athlete, of unlawful eligibility rules that are currently

1 preventing him from competing for a Division I institution for the 2025-26 season in violation of
2 federal antitrust laws.

3 2. More specifically, this Action seeks to challenge the NCAA 2-4 Transfer Rule and
4 NCAA Bylaw 12.8 (collectively, referred to as the “JUCO Eligibility Limitation Bylaws”), which
5 arbitrarily restrict the ability of former junior college (“JUCO”) players to compete in NCAA
6 Division I sports after transferring and limit the amount of time JUCO players can compete in the
7 NCAA. These JUCO Eligibility Limitation Bylaws are unlawful and have a substantial anti-
8 competitive impact, which drastically affects junior colleges and their student-athletes who are not
9 eligible for NCAA membership.

10 3. The current NCAA rules discourage student-athletes from attending JUCOs. While
11 some student athletes need or desire additional time to academically prepare for four-year colleges,
12 the NCAA rules punish those who do seek this interim educational adjustment period. These anti-
13 competitive rules are evident and causing a traumatic impact on Braham, who attended junior
14 college to help improve his academic standing and physical maturity to play Division I football, but
15 these current NCAA rules are preventing him from being able to transfer to another school to
16 complete his fourth year of athletic eligibility.

17 4. In addition, the JUCO Eligibility Limitation Bylaws unlawfully hinder student-
18 athletes from earning compensation through the use of their Name, Image, and Likeness
19 opportunities directly tied to their participation as NCAA Division I football players. This Action
20 seeks declaratory and injunctive relief against the NCAA for a violation of Section 1 of the Sherman
21 Act, 15 U.S.C. § 1, for its continued discrimination against JUCO athletes.

22 INTRODUCTION

23 5. In *NCAA v. Alston*, a landmark 2021 decision, a unanimous U.S. Supreme Court
24 paved the way for the NCAA to allow college athletes to receive compensation for the use of their
25 Name, Image, and Likeness (“NIL Compensation”) due to the NCAA’s violation of antitrust laws.
26 *National Collegiate Athletic Ass’n v. Alston*, 594 U.S. 69 (2021) (“*Alston*”).

27 6. The market realities of college sports have changed tremendously over the last forty
28 (40) years. For instance, from 1982 to 1984, CBS Broadcasting Inc. paid \$16 million per year to

1 televise the March Madness Division I men's basketball tournament. *Alston*, 594 U.S. at 93. In 2016,
 2 those annual television rights increased to \$1.1 billion. *Id.* As a result, the NCAA is no longer even
 3 arguably entitled to any “sort of judicially ordained immunity from the terms of the Sherman Act for
 4 its restraints of trade.” *Id.* at 94. Experts have stated that the NCAA exercises “monopsony power in
 5 this market.” *Elad v. National Collegiate Athletic Ass’n*, 3:25-cv-01981-ZNQ-JTQ, U.S. Dist. Ct. of
 6 N.J., Opinion, (April 25, 2024) (referred to as “*Elad*”) (citing *Alston*). A copy of the New Jersey
 7 Federal District Court’s *Elad* opinion is annexed as **Exhibit A**, pg.4.

8 7. In response to the Supreme Court’s lecture that the NCAA received in *Alston* and the
 9 scathing criticisms it received in Judge Kavanaugh’s concurring opinion, the NCAA lifted its
 10 prohibition on NCAA athletes receiving NIL Compensation on July 1, 2021. *Alston*. In the nearly 4
 11 years since, the market for NIL Compensation opportunities available to NCAA Division I athletes
 12 has exploded, with the 2024 college football NIL market estimated at \$1.1 billion. *See* NIL-AT-3-
 13 The Annual Opendorse Report, annexed as **Exhibit B**, pg. 4. Significantly, those NIL Compensation
 14 opportunities are virtually only available to NCAA Division 1 athletes. Only \$6.5 million – less than
 15 six tenths of one percent (0.6%) of the \$1.1 billion in football NIL Compensation this year projects
 16 to go to non-NCAA Division 1 football players. *Id.*

17 8. The Supreme Court has characterized the NCAA as a “sprawling enterprise” that
 18 generates billions of dollars in revenue each year. *Alston*, 594 U.S. at 79, 93.

19 9. In other words, athletes playing football outside of the NCAA monopoly have no
 20 meaningful opportunity to profit from their NIL. Athletes who begin their football careers outside
 21 the NCAA, particularly at JUCOs, are effectively denied meaningful opportunities to profit from
 22 their NIL as a result of this non-NCAA athletic participation.

23 10. The NCAA’s eligibility rules at issue here, the JUCO Eligibility Limitation Bylaws,
 24 impose unlawful restrictions with substantial anti-competitive effects, particularly on two-year
 25 junior colleges that fall outside NCAA membership opportunities. Under current NCAA Division I
 26 rules, the NCAA mandates that JUCO student-athletes transferring to a Division I institution must
 27 have a minimum GPA of 2.5 in transferable credit hours. *See* NCAA Guide for Two-Year Transfers
 28 2024-2025 annexed as **Exhibit C**, pg.11. However, this GPA requirement is notably higher than the

1 minimum GPA required for student-athletes transferring between four-year institutions, which can
2 be as low as 2.0. *Id.*

3 11. As further evidence of unlawful restrictions with substantial anti-competitive effects,
4 student-athletes are permitted only four (4) seasons of competition within a five (5) year window,
5 regardless of whether some or all of that time is spent at a JUCO. *Id.* at 21. This so-called “Five-
6 Year Rule” discourages athletes from using JUCOs as a proper steppingstone to four-year
7 institutions, penalizing those who do so despite the critical academic and developmental support
8 those institutions provide. *Id.*

9 12. In turn, the impact of this rule has deprived JUCOs of access to elite athletic talent,
10 limiting their competitiveness and stifling broader market participation. These harms are
11 compounded by the JUCO Eligibility Limitation Bylaws, which uniquely disadvantage athletes who
12 begin their collegiate careers at two-year colleges. Unlike other football players who enroll directly
13 at NCAA institutions and receive four seasons of eligibility and corresponding NIL earning
14 potential, JUCO athletes are arbitrarily limited to only two or three seasons of NCAA Division I
15 competition.

16 13. The NCAA has historically disadvantaged JUCO athletes by limiting their
17 opportunities and imposing additional academic hurdles on those seeking to transfer to an NCAA
18 institution.

19 14. Braham has more than a reasonable probability of success on the merits of his factual
20 allegations underlying this matter that are contained in this Complaint, which was certainly unlawful
21 as the Supreme Court’s decision in *Alston* in 2021 opened the door for students to benefit from NIL
22 deals. This has “drastically changed the landscape of collegiate athletics by allowing student-athletes
23 to earn compensation for their name, image, and likeness (‘NIL’).” *Pavia v. National Collegiate*
24 *Athletic Ass’n*, Civ. No. 24-01336, 2024 WL 5159888 *1 (M.D. Tenn. Dec. 18, 2024) (“*Pavia*”). As
25 such, courts throughout the nation have been trending towards granting preliminary injunctions and
26 finding the JUCO Eligibility Limitation Bylaws commercial in nature because an NIL agreement is
27 a commercial transaction, and the JUCO Eligibility Limitation Bylaws limit who is eligible to play
28 and, therefore, to negotiate a NIL agreement. *Id.* at *6; *see also Elad*, **Exhibit A**, pg. 13.

1 15. Far from promoting competition or benefiting student-athletes, these JUCO
 2 Eligibility Limitation Bylaws actively suppress it, distorting the labor market for college football
 3 players, diminishing athlete welfare, and weakening the quality of play available to the public. The
 4 rules directly conflict with the NCAA's stated mission of supporting athlete well-being and
 5 constitute precisely the kind of anti-competitive restraint the antitrust laws are designed to prohibit.
 6 For Braham and similarly situated former JUCO athletes, like *Elad* and *Pavia*, the window to
 7 compete at the NCAA Division I level is rapidly closing, and absent judicial intervention, these
 8 NCAA mandated limitations will cause irreparable harm to their athletic careers.

9 16. Unless enjoined, the effect of the NCAA's anti-competitive conduct will result in
 10 Braham being punished and penalized for having attended a JUCO. It will also permanently deprive
 11 him of a once-in-a-lifetime NIL contract opportunity worth nearly \$500,000 and the opportunity to
 12 enhance his career and reputation by playing another year of Division I football. Additionally, this
 13 will harm Braham's lifetime of hard work in the classroom and on the football field that he has
 14 pursued to even be considered for these opportunities. The NCAA's anti-competitive conduct,
 15 coupled with his former university affiliation's unreasonable denial of Braham's ability to request
 16 a specific NCAA waiver, is resulting in irreversible damage. A copy of the affidavit is annexed as
 17 **Exhibit D**. This conduct threatens him with immediate irreparable harm, with no solution. It is clear
 18 that absent the issuing of a TRO and/or preliminary injunction in this matter Plaintiff will experience
 19 irreparable harm.

20 17. These JUCO Eligibility Limitation Bylaws stifle the competition in the labor market
 21 for NCAA Division I football players, harming college athletes and degrading the quality of
 22 Division I football consumed by the public. These limitations are contrary to the NCAA's stated
 23 mission of promoting the well-being of college athletes and are the very ills federal antitrust law
 24 seeks to remedy. Braham and other former JUCO football players who are harmed by this illegal
 25 restraint have a small window of time to compete in Division I football. Unfortunately, Braham
 26 cannot relive his shortened college career. The harm inflicted by the JUCO Eligibility Limitation
 27 Bylaws is irreparable and ongoing, and temporary and preliminary injunctive relief is necessary and
 28 adequate. *Czipott v. Fleigh*, 87 Nev. 496, 498-99, 489 P.2d 681,683 (1971) (holding that although

1 the Nevada Supreme Court "has been reluctant to approve injunctive relief where damages may be
2 assessed and recovered, the mere availability of a legal remedy is not enough. The remedy must be
3 adequate.")

4 18. As such, the facts set forth herein and Nevada law regarding temporary restraining
5 orders (hereinafter referred to singularly as "TRO") and/or preliminary injunctions, Braham
6 respectfully requests that this Honorable Court grant request for issue an injunction to preserve the
7 status quo and to prevent the irreparable harm that will result to Braham and to put a stop to the
8 unjustified anti-competitive restriction on universities that seek to compete for college athletes, and
9 to restore freedom of economic opportunity for himself and other college football players. *Number*
10 *One Rent-A-Car v. Ramada Inns*, 94 Nev. 779, 780-81, 587 P.2d 1329, 1330 (1978); NRCP 65(b).

11 ATTEMPT TO EXHAUST ADMINISTRATIVE PROCEEDINGS

12 19. The NCAA permits only member institutions (i.e., four-year institutions),
13 conferences, or committees/subcommittees, not individual athletes, to file and seek legislative
14 waivers to address specific circumstances that may impact an athlete's eligibility. See NCAA Bylaw
15 5.4.1.3¹

16 20. Under the circumstances, Braham and his attorney/NIL agent Joseph Benincasa, Esq.
17 have repeatedly requested that Joseph Flores, Senior Associate Athletics Director for Compliance
18 and David Gillum, the Associate Vice-President of Compliance and Research Administration at the
19 University of Nevada, Reno, assist Braham by formally filing a waiver request so that the NCAA
20 can exercise its discretion to waive the Five-Year rule and the JUCO transfer GPA requirement as
21 it applies to Braham. See **Exhibit D**.

22 21. On or about February 18, 2025, Mr. Flores informed Mr. Benincasa in a telephone
23 conversation and then directly to Braham via a subsequent telephone call that the university was
24 unwilling to file and seek an eligibility waiver on his behalf and that he would need to pursue any
25 remedies on his own, even though they were aware that no such administrative remedies are
26 available directly to him. More specifically, Mr. Flores told Mr. Benincasa and Braham that the
27

28 ¹ <https://www.ncaa.org/sports/2013/11/18/legislative-relief-waivers.aspx>

1 university believed Braham should “find a lawyer and file a lawsuit against the NCAA instead of
2 looking to the school for help,” knowing that without the school’s help, the only alternative for
3 Braham was the judicial system. *Id.*

4 22. On or about May 5, 2025, Mr. Benincasa again reached out to Mr. Flores via email
5 to confirm whether the University of Nevada, Reno, was still unwilling to file a waiver on Braham’s
6 behalf and if filing a lawsuit against the NCAA was the only recommended option; Mr. Flores
7 confirmed the university’s continued unwillingness to file and seek a waiver for Braham and stated
8 that if Braham wanted to fight for his final year of eligibility, litigation against the NCAA was the
9 “only path [he] s[aw] available” to Braham and his team. *Id.*

10 23. Braham’s inability to seek assistance from the NCAA directly, after Mr. Flores and
11 the university’s unwillingness to assist, is yet another example of the NCAA erecting procedural
12 barriers that disproportionately burden JUCO athletes, effectively impeding their ability to access
13 or exhaust available remedies if their school is unwilling to assist them.

14 **JURISDICTION AND VENUE**

15 24. This Court has jurisdiction over this action under Section 1 of the Sherman Act, 15
16 U.S.C. § 1, Sections 4 and 26 of the Clayton Act, 15 U.S.C. § 26, and under 28 U.S.C. §§ 1331 and
17 1337.

18 25. This Court may exercise personal jurisdiction over Defendant NCAA because
19 Defendant currently transacts business in the Middle District of Nevada. Defendant and its member
20 institutions conduct athletic competitions, ticket and merchandise sales, television agreements, and
21 other revenue-generating activities as a member of the Mountain West Conference. (*United States*
22 *District Court for the District of Nevada, LR. 8-1*).

23 26. Venue is proper in this district under Section 12 of the Clayton Act, 15 U.S.C. 22,
24 and under 28 U.S.C. § 1391(b)(2).

25 **THE PARTIES**

26 27. Braham is a college football player at the University of Nevada, Reno, and resides in
27 Reno, Nevada. Braham was born and raised first in Baltimore, Maryland, and then moved to South
28 Carolina with his grandparents at the start of his high school years. Nevertheless, Braham has played

1 football since he was growing up in Baltimore, Maryland and beyond; Braham fulfilled his dream
 2 of playing college football at the JUCO level, at Hutchinson Community College (“HCC”), one of
 3 the nation’s leading National Junior College Athletic Association (“NJCAA”) football programs,
 4 before seeking to transfer to a NCAA Division I college.

5 28. Braham is the first in his family to not only attend college but also the first to play
 6 collegiate sports.

7 29. The NCAA is an unincorporated association headquartered in Indianapolis, Indiana,
 8 and is thus a citizen of Indiana. It governs college athletics nationwide and includes over 1,100
 9 member institutions, with more than 350 in Division I. Through its Constitution and Bylaws,
 10 including specific Division I Bylaws 12.8, 12.02.6, and 14.3.3, the NCAA and its members have
 11 adopted rules regulating all aspects of college sports. These rules are enacted and amended by votes
 12 of the member institutions and their governing councils and thus constitute horizontal agreements
 13 among competing schools. *See Alston*, 594 U.S. at 79. *Pavia*, 2024 WL 5159888, at *2.

14 30. Membership in the NCAA is effectively mandatory for any academic institution
 15 wishing to participate in elite collegiate athletics. Institutions that fail to comply with NCAA rules
 16 face severe penalties, including scholarship reductions, postseason bans, vacated wins, monetary
 17 fines, and the most severe penalty a school can receive, a program suspension, commonly known as
 18 the “death penalty.”

19 31. The NCAA and its member institutions control the market for elite collegiate
 20 athletics. Any athlete seeking to exchange athletic services for educational benefits and the unique
 21 advantages of top-tier college sports must, as a practical matter, attend an NCAA Division I
 22 institution.

23 32. More specifically, according to the NFL, “[t]he draft provides a chance for about 250
 24 of the nation’s finest athletes to live out the dream they have been preparing for all their young lives:
 25 a chance to play in the NFL. Seven rounds of selections and an additional 32 compensatory picks

26 ///

27 ///

28 ///

1 awarded to select teams determine who has made the grade.”²

2 33. Notably, NFL draft data from 2023 showed that all draft picks in the 2023 draft were
3 former NCAA athletes.³

4 34. No viable substitutes exist for the bundle of benefits NCAA Division I schools
5 provide: (i) scholarships covering full or partial education costs; (ii) high-quality academics; (iii)
6 premier training and facilities; (iv) access to top-tier coaching; (v) national exposure through
7 broadcast deals and championships; (vi) NIL monetization opportunities; (vii) competition at the
8 highest collegiate level; and (viii) the only route to the NFL.

9 **FACTUAL BACKGROUND**

10 **A. “The Financial Behemoth”**

11 35. The NCAA “is a voluntary, self-governing organization of four-year colleges,
12 universities, and conferences committed to the well-being and development of student-athletes, to
13 sound academic standards and the academic success of student-athletes, and to diversity, equity, and
14 inclusion.”²2024-25 NCAA Division I Manual, attached hereto as **Exhibit E**. The NCAA and its
15 members collectively issue rules that govern many aspects of athletic competitions among NCAA
16 member schools. *See Alston*, 594 U.S. at 79; *Pavia*, 2024 WL 5159888, at *2.

17 36. As the NCAA acknowledged in *Alston*, its member schools collectively enjoy a
18 monopoly in the market for student-athlete services, such that its restraints can and do harm
19 competition. With such power, the NCAA has grown into what one court has described as a
20 “financial behemoth,” with “revenues often exceeding \$1 billion annually.” *Id.*; *Johnson v. NCAA*,
21 108 F.4th 163, 170 (3d Cir. 2024).

22 37. The Supreme Court has characterized the NCAA as a “sprawling enterprise” that
23 generates billions of dollars in revenue each year. *See Alston*, 594 U.S. at 79, 93 (observing that
24 annual television rights for the March Madness basketball tournament brought in close to \$1.1
25

26
27 ²<https://operations.nfl.com/journey-to-the-nfl/the-next-generation-of-nfl-stars/getting-into-the-game/#:~:text=The%20draft%20provides%20a%20chance,who%20has%20made%20the%20grade.>

28 ³ <https://www.ncaa.org/sports/2015/3/6/estimated-probability-of-competing-in-professional-athletics.aspx>

1 billion in 2016, and the television deal for the Football Bowl Subdivision College Football Playoff
2 was worth approximately \$470 million in 2012).

3 38. The NCAA comprises three Divisions: Division I, Division II, and Division III, each
4 of which promulgates its own rules and operating guidelines. These rules include those that determine
5 the eligibility of student-athletes to participate in intercollegiate athletics. Division I teams are the
6 most popular and they attract the most money and the most talented athletes. *Id.* at 79.

7 39. Of the NCAA's approximately 1100 four-year colleges and universities, approximately
8 350 schools compete in Division I. Division I itself is divided, for football competition, into two
9 subdivisions, one of which is the FBS. *Id.* at 80. Division I includes roughly 350 schools divided
10 across 32 conferences. *Id.* at 79. Conferences may enact and enforce conference-specific rules, but
11 these must be consistent with the NCAA's own rules. The NCAA rules governing participation in
12 Division I are generally enacted by the Division I Board of Directors.

13 40. Today, “the NCAA generates approximately one billion dollars in revenues each
14 year.... The FBS conferences have a multi-year media contract with ESPN for the College Football
15 Playoff, the total value of which is \$5.64 billion. The 5 conferences with the largest revenues, known
16 as the Power Five Conferences, each generate hundreds of millions of dollars in revenues per year,
17 in addition to the money that the NCAA distributes to them.... [The] SEC made more than \$ 409
18 million in revenues from television contracts alone in 2017, with its total conference revenues
19 exceeding \$ 650 million that year[.]. The revenues of the Power Five [now Power 4] have increased
20 over time and are projected to continue to increase.” *See* Compl., *Pavia v. National Collegiate*
21 *Athletic Ass’n*, Civ. No. 24-01336, (M.D. Tenn. Nov. 8, 2024)(preliminary injunction
22 granted)(collectively, “*Pavia* Compl.”). A copy of the Complaint is attached as **Exhibit F**, pg. 6.

23 41. It is the NCAA’s mission to “provide student-athletes with the opportunity to
24 participate in sports and compete as a vital, co-curricular part of their educational experience.... The
25 basic purpose of the Association is to support and promote healthy and safe intercollegiate athletics,
26 including national championships, as an integral part of the education program and the student-
27 athlete as an integral part of the student body.” *See* 2024-25 NCAA Manual, **Exhibit E**. (emphasis
28

1 added). In other words, the NCAA concedes in their manual that the ability to participate in college
2 sports is both “vital” and “integral” to the four-year college experience. *Id.*

3 **B. Junior Colleges are Governed by the National Junior College Athletic Association**

4 42. In contrast to the four-year institutions governed by the NCAA, excluding NCAA
5 Membership are JUCOs. JUCOs are governed by the National Junior College Athletic Association
6 (“NJCAA”).

7 43. “The NJCAA’s mission is to promote, govern, and foster a competitive environment for
8 two-year college athletics. The NJCAA recognizes the diverse nature of its membership, providing at
9 all times a consistent and inclusive governance structure that provides opportunities for all stakeholders
10 and emphasizes the academic, athletic, and community involvement goals of all student-athletes.”⁴

11 44. The NCAA and NJCAA have no affiliation. NJCAA president and CEO Christopher
12 Parker describes his relationship with NCAA president Charlie Baker as “nonexistent.”⁵

13 45. Each year, more than 60,000 student-athletes from 500 member colleges compete in 27
14 different sports and participate in the NJCAA. While the NCAA generates billions of dollars in revenue
15 while televising nearly all Power 4 conference games, it took the NJCAA until 2022 to reach an
16 agreement with ESPN to nationally televise just one NJCAA game (the JUCO national championship
17 game), with 13 additional games available through an online streaming platform. To be clear, while the
18 NJCAA streams a total of 13 games over its entire season, the NCAA televises 40 games or every single
19 week of the season (not to mention several games on other nights of the week).⁶

20 46. Additionally, while the 2024 NIL market for college football is estimated at \$1.1
21 billion, only \$6.5 million, less than six-tenths of one percent, went to non-NCAA Division 1 football
22 players. *See Exhibit B*, pg. 4.

26 ⁴ https://www.njcaa.org/about/mission/Mission_statement

27 ⁵ <https://www.cbssports.com/general/news/college-coaches-write-letter-urging-ncaa-to-change-stringent-eligibility-requirements-for-juco-athletes/>

28 ⁶ <https://www.usatoday.com/story/sports/ncaaf/2024/11/02/college-football-schedule-week-10-saturday/75918275007/>

47. In short, playing for a JUCO is not a comparable alternative to playing Division I College Football in terms of exposure, either to generate income while in college through NIL Compensation or to National Football League scouts for future career opportunities.

C. The NCAA is Governed by Self-Created Bylaws That Discriminate Against Junior College Athletes.

48. Each NCAA Division maintains its bylaws, with amendments proposed by member institutions. *See* 2024-25 NCAA Division I Manual, **Exhibit E**, at pgs. 14, 17-18. Each NCAA member school is required to “hold itself accountable to support and comply with the rules and principles approved by the membership.” *Id.* at pg. 9.

49. Generally, the NCAA Bylaws require that a student-athlete meet certain eligibility standards. Of relevance to this action are the two eligibility rules in the NCAA Two-Year Guide (*See Exhibit C*, pg. 11) and codified in the NCAA Division I 2024-2025 Bylaws that ultimately impact and discriminate against JUCO athletes by discouraging and penalizing those who attend them.

(i) NCAA “2-4” or “4-2-4” Transfer GPA Rule

50. The NCAA places an inexplicably more stringent eligibility standard on JUCO athletes with a mandated transfer GPA through what is called the NCAA “2-4” or “4-2-4” Transfer Rule⁷. *See Exhibit C*, pg. 11.

51. The NCAA has maintained stringent, inequitable, and unfair transfer eligibility requirements for JUCO athletes compared to their counterparts at four-year institutions and continues to discriminate against them academically.

52. For an athlete transferring from JUCO to an NCAA Division I school, a minimum GPA of 2.5 is required, while an athlete transferring from a four-year institution to another four-year institution only needs a 2.0. *Id.* This requirement applies to both first-time transfers from a

⁷ This more stringent requirement for JUCO athletes is often referred to as the “4-2-4 transfer rule” or the “2-4 transfer rule,” and it applies when a JUCO athlete transfers to a four-year school or when a student-athlete transfers to a two-year institution and then transfers back to a four-year institution. *See Exhibit C*, Pg. 11.

JUCO and those transferring from a four-year school to a two-year school before returning to a four-year institution. *Id.*

53. If a JUCO athlete does not earn a GPA of at least 2.5 in transferable credits from the student athlete's coursework, the JUCO athlete cannot practice, get an athletic scholarship, or compete until the student athlete sits out for an academic season. *Id.* In essence, this creates an academic inequity for JUCO students that prevents those student-athletes who may have achieved greater academic success than current NCAA athletes from having an opportunity to compete at an NCAA four-year institution.

(ii) The Five-Year Rule and Eligibility Clock: NCAA Bylaw 12.8

54. As further clear evidence of discrimination against JUCO athletes, pursuant to NCAA Bylaw 12.8, an athlete has five (5) years of eligibility to play four (4) seasons of "intercollegiate competition" in the student athlete's chosen sport (the "Five-Year Rule"). The athlete's five-year window is known as an "Eligibility Clock" and it starts to run from the date on which an athlete registers as a full-time student at any collegiate institution⁸ whether or not such institution is a member of the NCAA and whether or not the athlete competes in any sport at the non-NCAA institution. **Exhibit E**, pg. 54-56, NCAA Bylaw 12.8.1. More specifically, the Bylaws provide, in pertinent part:

12.8.1 Five-Year Rule. A student-athlete shall complete the student-athlete's seasons of participation within five calendar years from the beginning of the semester or quarter in which the student-athlete first registered for a minimum full-time program of studies in a collegiate institution, with time spent in the armed services, on official religious missions or with recognized foreign aid services of the U.S. government being excepted. . . .

12.8.1.1 Determining the Start of the Five-Year Period. For purposes of starting the count of time under the five-year rule, a student-athlete shall be considered registered at a collegiate institution . . . when the student-athlete initially registers in a regular term (semester or quarter) of an academic year for a minimum fulltime program of studies, as determined by the institution, and attends the student's first day of classes for that term.

⁸ A "collegiate institution" is defined in Bylaws section 14.02.4 as an institution of higher education that, in relevant part, "[i]s accredited at the college level by an agency or association recognized by the secretary of the Department of Education and legally authorized to offer at least a one-year program of study creditable toward a degree"; or "[c]onducts an intercollegiate athletics program, even though the institution is not accredited at the college level and authorized to offer at least a one-year program of study creditable toward a degree." This definition includes Junior Colleges.

1 55. The NCAA’s Guide for Two-Year Transfers has a section on the Eligibility Clock,
 2 where it explains that the purpose of the five-year rule is to “move student-athletes toward
 3 graduation in a timely manner.” See **Exhibit C**, pg. 21. In other words, the NCAA concedes in its
 4 guidelines that the Five-Year Rule is not designed for any pro-competitive purpose.

5 56. “The irrelevance of the Eligibility Clock start date to competitive balance becomes
 6 even more apparent when one realizes that the five-year clock begins to run whether a student plays
 7 a sport or not. Under said Bylaw, a student can attend a junior college for two (2) years without
 8 playing any sports, obtain an associate's degree, transfer to a four-year NCAA school, and the student
 9 still only has three years of eligibility to play three seasons of football, and earn NIL.” **Exhibit F**,
 10 pg. 8

11 57. In contrast, a student who graduates from high school plays football at a prep school
 12 for a post-graduate year, and then attends an NCAA school still receives five (5) years of eligibility
 13 to play four seasons. *Id.* Similarly, a student who graduates from high school and becomes a
 14 professional athlete in another sport can play that other sport for years, then go to college and still
 15 have five years of eligibility to play four seasons of a sport, as long as it is a different sport than they
 16 played professionally. *Id.*

17 58. The NCAA rules do not limit the ability of the former professional athlete to profit
 18 from NIL while playing Division I football, even though they have had a chance to physically mature
 19 well beyond a typical 18-year-old college freshman. *Id.* For instance, Chris Weinke entered Florida
 20 State University as a freshman following a six-year professional baseball career and ended up winning
 21 the Heisman Trophy, awarded annually to the most outstanding player in college football, at 28 years
 22 of age. ⁹Accordingly, it is apparent that the Five-Year Rule does not exist for reasons of competitive
 23 balance, or else it would preclude other older athletes from competing in Division 1 NCAA sports.
 24 See *Pavia Compl.*, **Exhibit F**, pg. 9.

25
 26
 27
 28 ⁹ https://en.wikipedia.org/wiki/Chris_Weinke (last accessed on May 21, 2025).

1 **(iii) The “Intercollegiate Competition Rule”**

2 59. The next relevant rule of eligibility is the four-year limitation on intercollegiate
3 competition (the “Intercollegiate Competition Rule”).

4 60. Under the Intercollegiate Competition Rule, a student-athlete is forbidden from
5 engaging “in more than four seasons of intercollegiate competition in any one sport.” See Bylaws
6 § 12.8. Although JUCOs are excluded from Division I, the Bylaws define “intercollegiate
7 competition” to include competition at either a two-year or a four-year collegiate institution.” See
8 Bylaws § 12.02.6.

9 61. The NCAA has provided blanket waivers of the Five-Year and Intercollegiate
10 Competition Rules to institutions in light of certain events. One such blanket waiver was granted to
11 institutions due to the COVID-19 pandemic. This waiver permitted NCAA member institutions to
12 self-apply a waiver of the Five-Year and Intercollegiate Competition Rules for the 2020-2021
13 season.

14 62. The NCAA also recently granted institutions a blanket waiver of the Intercollegiate
15 Competition Rule in the wake of the decision of the United States District Court for the Middle
16 District of Tennessee on December 18, 2024, in *Pavia v. NCAA*, No. 3:24-cv-01336, 2024 U.S.
17 Dist. LEXIS 228736 (M.D. Tenn. Dec. 18, 2024).

18 63. In *Pavia*, the court granted Diego Pavia (“Pavia”), the current quarterback for
19 Vanderbilt University, a preliminary injunction prohibiting the NCAA from (a) counting a year that
20 Pavia spent playing football at a Junior College as a season of competition for purposes of the
21 Intercollegiate Competition Rule; and thereby (b) barring Pavia, who had otherwise played just
22 three years of Division I college football, from playing for Vanderbilt in the 2025-2026 season.

23 64. The court found an injunction appropriate due to the clear anticompetitive effects the
24 NCAA’s interpretation of the Intercollegiate Competition Rule—*i.e.*, by counting Pavia’s year of
25 Junior College football as a season of competition—would have on Junior Colleges and student-
26 athletes:

27 First, the challenged rules limit the NCAA Division I eligibility of
28 Student-athletes who attended junior college to two or three seasons

1 while student-athletes who attend only NCAA Division I institutions
2 have four years of Division I eligibility. This Rule gives a
3 competitive advantage to NCAA Division I member schools over
4 junior colleges—and thus the football players at each level—even
5 though they are treated the same in terms of eligibility.

6 The disparate treatment of these two groups also results in a
7 distortion of the labor market for NCAA Division I football players
8 by pushing student-athletes to attend NCAA member institutions so
9 that they may enjoy a full four seasons of NCAA Division I
10 eligibility even if junior college might otherwise be a better choice
11 academically or athletically. Similarly, students who attend junior
12 college for one year and are considering whether to continue their
13 junior college education and obtain an associate degree or transfer
14 to a NCAA Division I institution may be swayed in their decision
15 by the prospect of relinquishing another year of NCAA eligibility
16 and the accompanying competitive advantages and NIL
17 compensation. The rule requiring forfeit of NCAA eligibility and
18 associated NIL opportunities for junior college attendance discounts
19 that choice.

20 NCAA Division I member institutions compete directly with NJCAA
21 schools for football talent. NCAA Division I offers a prospective
22 football player significant advantages over junior college football—
23 more exposure, potentially better competition and coaching, and
24 financial advantages due to the NIL opportunities disproportionately
25 offered to Division I athletes.

26 In summary, the eligibility bylaws induce potential football players
27 to attend NCAA institutions rather than non-NCAA institutions
28 even when non-NCAA institutions, such as junior colleges, might
be in their best interest. Therefore, the rule harms student athletes
when they are making decisions on whether to attend a junior
college or an NCAA institution.

Pavia, 2024 U.S. Dist. LEXIS 228736, at *22-23 (cleaned up).

65. The *Pavia* decision further found that the NCAA’s interpretation of the Intercollegiate Competition Rule harmed consumers. In so ruling, the court reasoned that the “restriction on the eligibility of former junior college student-athletes to compete at the Division I level harms the competitiveness of the teams by limiting the number of years these players can compete at the Division I level.” *Id.* at *24.

66. Following the December 18, 2024, decision in *Pavia*, the NCAA provided a blanket waiver (the “Pavia Waiver”) of the Intercollegiate Competition Rule to any student-athlete who (i)

1 competed for a Junior College; (ii) would have been eligible to compete in the 2025-2026 season but
 2 for their time competing for a Junior College; and (iii) met all other eligibility criteria. *Id.*

3 67. But for the NCAA's continued and ongoing interpretation and application of the Five-
 4 Year Rule to Braham, he would qualify for the *Pavia* Waiver.

5 **D. Braham's Background and Collegiate Sporting Experience from 2019 through**
 6 **the 2024-2025 Season.**

7 68. In May 2019, Braham graduated from High School from Westwood High School in
 8 Blythewood, South Carolina, where he competed all four years. Braham finished with 79 career
 9 catches for 1,370 yards and 17 touchdowns. Braham was a three-star rated prospect by ESPN and 247
 10 and overall rated No. 3 wide receiver prospect, No. 28 nationally, and No. 8 in South Carolina by
 11 247Sports.

12 69. **The 2019-2020 Season:** In August 2019, Plaintiff enrolled at HCC for his first year of
 13 collegiate athletics. In the Fall of 2019, Plaintiff played in 7 games. Braham finished his first year with
 14 16 catches for 223 yards and 2 touchdowns.

15 70. **The 2020-2021 Season:** In August 2020, Plaintiff re-enrolled at HCC for his second
 16 year of collegiate athletics. However, the Fall 2020 season was postponed and moved to the Spring of
 17 2021 due to COVID-19. In the Spring of 2021, Plaintiff and HCC won the NJCAA championship.
 18 After finishing his second year ranked No. 5 nationally in touchdowns and No. 19 in receptions,
 19 Braham was offered a scholarship to attend and play NCAA Division I football for West Virginia
 20 University ("WVU") and he willingly accepted the opportunity to rise to Division I competition.

21 71. Right before formally transferring to WVU, Braham was informed by HCC that he
 22 was ineligible to transfer to WVU because he had a 2.47 GPA and was 0.03 short of the NCAA
 23 JUCO GPA requirement to transfer to a four-year institution. Notably, had Braham been transferring
 24 from one four-year institution to another, he would have been eligible to compete immediately, as he
 25 clearly surpassed the NCAA's minimum 2.0 GPA transfer requirement.

26 72. **The 2021-2022 Season:** As a result of Braham's GPA and inability to transfer and
 27 play Division I football despite being offered a scholarship by the University of West Virginia, in
 28 August 2021, Braham re-enrolled at HCC of his own accord to take additional courses to increase his

1 GPA. By the Spring of 2022, Braham had successfully increased his GPA to a level above 2.5 and
 2 transferred to WVU. Unfortunately, Braham was unable to compete for the University of West
 3 Virginia in the fall of 2021 and play Division I football.

4 73. **The 2022-2023 Season:** Having successfully qualified by satisfying the NCAA's
 5 equitable GPA transfer requirement and after missing out on an entire season of football in the fall of
 6 2021, Braham played 11 games for WVU during the 2022 season. Plaintiff ended his third year (first
 7 year at an NCAA school) of collegiate sports as the fifth-leading receiver for WVU with 14 catches
 8 for 147 yards, with a long catch of 30 yards.

9 74. **2023-2024 Season:** Braham played in his second season of NCAA football with the
 10 University of West Virginia. He had 3 receptions for 17 yards.

11 75. **2024-2025 Season:** Braham transferred to the University of Nevada-Reno for his third
 12 season of NCAA football. Braham had 56 receptions for a total of 724 yards and 4 touchdowns during
 13 the 2024 season, his third season of Division I competition.

14 **E. Braham's Inability to File for a Waiver to Compete, and the Need for Immediate**
 15 **Injunctive Relief**

16 76. Braham asked the University of Nevada, Reno, to file a waiver on his behalf and
 17 request the NCAA to waive enforcement of the NCAA 2-4 Transfer Rule's GPA Restriction and the
 18 Five-Year Rule based upon the Diego decision and the NCAA policy shift regarding JUCO
 19 experience, which would automatically entitle him to eligibility for the 2025-26 season. In essence, if
 20 the JUCO eligibility requirement had been waived, or if Plaintiff had simply been held to the 2.0 GPA
 21 standard applicable to four-year institutions, Braham would be able to compete in an additional
 22 season." *Elad*, 3:25-cv-01981-ZNQ-JTQ, U.S. Dist. Ct. of N.J., Opinion, (April 25, 2024) at 12,
 23 ("[Athlete] is likely to suffer substantial, immediate, and irreparable harm should he be prevented
 24 from playing this season").

25 77. Given the University of Nevada, Reno's refusal to assist Braham and file an appeal
 26 on his behalf seeking an eligibility waiver for the 2025-26 season on his behalf, Braham has been
 27 forced to file this action to obtain injunctive relief from this Court. The need for such relief is urgent.
 28

78. Division I football programs began spring practice for the 2025-26 football season on or around March 2025. These spring practices are critical to both the team and Braham, as they would facilitate his integration into the team's overall strategy and offensive game plan and enable Braham to develop a rapport with a Division I coaching staff and teammates. Braham has already suffered harm by not being able to participate in the Spring season or the 2021 season when he was considered academically ineligible to compete. It is Braham's understanding that if the NCAA does not grant him a waiver or he is not otherwise deemed eligible prior to the start of summer training, the schools that have offered him a spot on their team will be forced to replace him with another player and he will lose his opportunity to play for next season.

F. Relevant Markets

79. As the court in *Pavia* found, the relevant market for purposes of this type of case is "the labor market for college football athletes in general and NCAA Division I football specifically." *Pavia*, 2024 U.S. Dist. LEXIS 228736, at *20.

80. The United States is the relevant geographic market, and the NCAA and its member institutions are located throughout the geographic market.

81. College athletes compete to earn spots on NCAA Division I athletic teams, and NCAA member institutions compete with other institutions to attract and secure top-level athletes. NCAA member institutions secure college athletes through the provision of various in-kind benefits, including full and partial scholarships, advanced academic programming, access to state-of-the-art training and rehabilitation facilities, and premier instruction from knowledgeable coaching staff.

82. Participating in NCAA Division I athletics provides significant benefits and opportunities to college athletes, including: (1) the ability to maximize their chances to play professional sports by providing extensive exposure to scouts; (2) the opportunity to compete against the nation's best amateur athletes; (3) national publicity through nationwide broadcasting of sporting events; (4) full and partial scholarships; (5) the opportunity to earn personal sponsorship opportunities and marketing deals; (6) the ability to capitalize on NIL agreements, which sometimes provide

1 millions of dollars in financial benefits; and (7) the receipt of top-tier academic support through
2 student-athlete assistance programs

3 83. The most talented student-athletes have no practical alternatives in the relevant
4 markets to participating in NCAA Division I athletics. Especially those wishing to compete for a spot
5 in the NFL draft.

6 84. The NCAA exercises monopsony power in this market. *Elad* at 15. (citing *Alston*.)

7 85. The NCAA has sole rule-making authority and maintains exclusive power over the
8 promulgation of rules and regulations for its member institutions.

9 86. As the sole rule-making authority, the NCAA exercises power in the relevant market,
10 and it is anticompetitive for the NCAA to count students' play at a junior college against their NCAA
11 year limit to participate in college athletics. *Elad*, Exhibit A, pg. 15.

12 87. Although the NCAA is structured as a nonprofit organization, its member institutions
13 derive substantial financial benefits from their relationships with student-athletes. These institutions
14 generate revenue from hosting athletic events, merchandise sales, lucrative broadcasting agreements,
15 and increased enrollment interest. In contrast, student-athletes receive only limited benefits, as
16 outlined above.

17 88. Accordingly, the transactions between member institutions and student-athletes are
18 inherently commercial in nature and fall within the purview of the Sherman Act.

19 89. Additionally, in *Elad*, the court found that the JUCO Rule is commercial in nature
20 because a NIL agreement is a commercial transaction and the JUCO Rule limits who is eligible to
21 play and therefore to negotiate a NIL agreement (citing *Pavia*, 2024 WL 5159888, at *6.).
22 Selectively limiting JUCO students from that pool necessarily has a commercial effect. *See* Exhibit
23 A, pg. 13.

24 **G. Anti-Competitive Effects**

25 90. The NCAA establishes and enforces rules purportedly designed to ensure fairness and
26 promote student-athlete welfare, all under the guise of preserving amateurism. These rules are adopted
27 through votes by the NCAA Division I Council and member institutions, amounting in practice to
28

1 horizontal agreements between the NCAA and its member schools, which are otherwise competitors
2 in the market for student-athlete services.

3 91. As the exclusive governing authority over intercollegiate athletics, the NCAA
4 leverages its dominant market position to impose eligibility and academic requirements that
5 disproportionately restrict and burden JUCO athletes. By counting JUCO participation against the
6 NCAA's five-year eligibility clock and subjecting JUCO athletes to more stringent GPA standards
7 than those applied to NCAA athletes transferring from four-year institutions, the NCAA creates
8 academic disparities and artificially restricts the career mobility of JUCO athletes.

9 92. The NCAA's conduct violates Section 1 of the Sherman Act by producing direct
10 anticompetitive effects that harm JUCOs, reduce opportunities for student-athletes, and diminish
11 consumer choice in the college athletics marketplace.

12 93. The anticompetitive effect of this policy is to "discourage and penalize student-
13 athletes from attending Junior Colleges[,] harm the Junior Colleges' ability to compete with
14 Division I schools for talented athletes, and limit the choice of educational institutions available to
15 student-athletes." *See Elad*, Exhibit A, pg. 15.

16 94. Allowing the NCAA to apply the Five-Year Rule to encompass time spent at Junior
17 Colleges would cause significant anticompetitive harm to Junior Colleges, Braham, and similarly
18 situated student-athletes participating in the labor market. More specifically, as the court in *Pavia*
19 found, enforcing NCAA rules that discourage or penalize student-athletes from attending Junior
20 Colleges harms the Junior Colleges' ability to compete with Division I schools for talented athletes
21 and limits the choice of educational institutions available to student-athletes. As held in *Elad*,
22 "[R]estrictions on who can compete (and earn NIL compensation) and for how long necessarily
23 have anticompetitive effects. *Id.* at 16.

24 95. Further, consumers who attend NCAA athletic events or watch them on television or
25 streaming services will also be negatively affected by the NCAA's arbitrary and unreasonable
26 conduct. It is reasonable to expect that fan interest in college athletics will dissipate if the governing
27 body tasked with regulating and ensuring fair competition fails to do so. The most talented prospective
28 student-athletes may be deterred from attending Division I schools if they believe the NCAA does not

1 promote fair competition and does not treat athletes fairly, especially with the growing availability of
 2 other professional sports opportunities in the United States and elsewhere. Moreover, as the court
 3 found in *Pavia*, consumers of Division I intercollegiate events will be harmed because the level of
 4 competitiveness of Division I teams will be reduced due to the restrictions placed on elite athletes who
 5 attend Junior Colleges. *Pavia*, 2024 WL 5159888.

6 96. Additionally, JUCO athletes are further disadvantaged by being subjected to unfair and
 7 inconsistent eligibility procedures that directly impair their ability to pursue professional athletic
 8 careers. Nearly every athlete selected in the NFL Draft originates from an NCAA institution,
 9 underscoring the NCAA's gatekeeping role in professional sports access. The structure fails to
 10 promote fair competition and deprives JUCO athletes of equitable treatment, leaving them with only
 11 one viable pathway to professional advancement: NCAA membership.

12 97. All of this gives a recruiting advantage to NCAA Division I member schools over
 13 JUCOs, even though they are treated the same in terms of eligibility. *Elad*, at 15. Removing players
 14 with the JUCO Eligibility Limitation Bylaws distorts the labor market by reducing competition,
 15 depressing the prices at which Division I schools can acquire athletes, and the pay athletes can earn in
 16 NIL agreements or their long-term careers. *Pavia*, 2024 WL 5159888, at *10.

17 **H. NCAA's Rule of Restitution**

18 98. Section 12.11.4.2 of the NCAA Bylaws—commonly known as the “Rule of
 19 Restitution”—provides as follows:

20 **12.11.4.2 Restitution.** If a student-athlete who is ineligible under the terms of the
 21 bylaws or other legislation of the Association is permitted to participate in
 22 intercollegiate competition contrary to such NCAA legislation but in accordance with
 23 the terms of a court restraining order or injunction operative against the institution
 24 attended by such student-athlete or against the Association, or both, and said injunction
 25 is voluntarily vacated, stayed or reversed or it is finally determined by the courts that
 26 injunctive relief is not or was not justified, the Board of Directors may take any one or
 27 more of the following actions against such institution in the interest of restitution and
 28 fairness to competing institutions:

(a) Require that individual records and performances achieved during participation by
 such ineligible student-athlete shall be vacated or stricken;

(b) Require that team records and performances achieved during participation by such
 ineligible student-athlete shall be vacated or stricken;

(c) Require that team victories achieved during participation by such ineligible student-
 athlete shall be abrogated and the games or events forfeited to the opposing institutions;

(d) Require that individual awards earned during participation by such ineligible
 student-athlete shall be returned to the Association, the sponsor or the competing

1 institution supplying same;

2 (e) Require that team awards earned during participation by such ineligible student-athlete shall be returned to the Association, the sponsor or the competing institution supplying same;

3 (f) Determine that the institution is ineligible for one or more NCAA championships in the sports and in the seasons in which such ineligible student-athlete participated;

4 (g) Determine that the institution is ineligible for invitational and postseason meets and tournaments in the sports and in the seasons in which such ineligible student-athlete participated;

5 (h) Require that the institution shall remit to the NCAA the institution's share of television receipts (other than the portion shared with other conference members) for appearing on any live television series or program if such ineligible student-athlete participates in a contest selected for such telecast, or if the Board of Directors concludes that the institution would not have been selected for such telecast but for the participation of such ineligible student-athlete during the season of the telecast; any such funds thus remitted shall be devoted to the NCAA postgraduate scholarship program; and

6 (i) Require that the institution that has been represented in an NCAA championship by such a student-athlete shall be assessed a financial penalty as determined by the Committee on Infractions.

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12 99. If the NCAA determines a student-athlete is ineligible, but a court issues an injunction
13 allowing them to play, the Restitution Rule comes into play if the court's decision is later overturned.

14 100. The Rule of Restitution allows the NCAA to retroactively punish a student-athlete and
15 the member school the student athlete attends (as well as the student-athlete's teammates with no
16 affiliation with the waiver or court decision) if the student-athlete and the member school rely on a
17 court-issued TRO or preliminary injunction enjoining unlawful conduct by the NCAA and mandating
18 that the student-athlete be permitted to participate in athletic competition if the TRO or injunction is
19 later revoked for any reason, the student-athlete and the school can be punished.

20 101. The clear purpose and effect of the Rule of Restitution is to deter challenges to the
21 NCAA's anti-competitive and improper rules and rulings by making it impossible for student-athletes
22 and member schools to rely on validly entered court orders and to obtain meaningful injunctive relief.
23 These penalties can be significant, impacting an institution's athletic program and reputation.

24 102. Indeed, in light of the Rule of Restitution, in short a form of extortion, colleges and
25 universities typically do not permit a student-athlete to participate in athletic competition even if
26 he/she obtains a TRO or preliminary injunction finding that an NCAA ruling is likely invalid and
27 enjoining the NCAA from enforcing that unlawful restraint.

1 103. The Rule of Restitution has been highly criticized. “What is most interesting is that the
2 NCAA regulatory structure denies athletes rights as citizens under U.S. and state law,” said Ellen
3 Staurowsky, a professor of sport management at Ithaca College

4 104. “It denies athletes the benefits of what those favorable court rulings could be. If you
5 get an injunction that would allow you to play, and then you are barred from playing because the
6 school fears they may have to pay restitution later on, it traps you in a space where you effectively
7 have no citizenship.”¹⁰

8 105. As a result, courts have enjoined the NCAA from enforcing the Rule of Restitution
9 against student-athletes and their respective institutions who rely on a temporary restraining order or
10 preliminary injunction when participating in intercollegiate athletics. *See Williams v. NCAA*, No. 24-
11 cv-614, 2024 U.S. Dist. LEXIS 18479, at *9 (D.N.J. Feb. 2, 2024); *Pavia*, 2024 U.S. Dist. LEXIS
12 228736, at *36; *Ohio v. NCAA*, 706 F. Supp. 3d 583, 601- 02 (N.D.W.V. 2023).

13 106. As held in *Elad*, the Restitution Rule must be enjoined for its injunction of the JUCO
14 Rule to have a meaningful effect. *See Elad*, Exhibit A, pg. 20.

15 107. For the preliminary injunctive relief requested by Braham to be effective, this Court
16 must enjoin the NCAA from enforcing the Rule of Restitution for complying with an order granting
17 that relief.

18 **I. The Irreparable Harm to Braham**

19 108. Braham will suffer substantial irreparable harm if the Court does not grant the
20 preliminary injunction with temporary restraints requested in this action, which would enable him to
21 immediately join a Division I program and continue his promising football career during the 2025
22 football season.

23 109. As held in *Elad*, “[a] loss of [an athlete’s] NIL agreement if he is unable to play this
24 season can be quantified, but his lost opportunity to play a year of Division I football [] is
25 incalculable in terms of personal experience. This season [] is a chance for [him] to build memories
26 and lasting relationships both on and off the field.” *See Elad*, Exhibit A, pg. 17.

27
28 ¹⁰ <https://www.vice.com/en/article/how-a-little-known-ncaa-rule-shuts-athletes-out-of-the-legal-system/>

110. By contrast, if the Court does not grant Braham the requested injunctive relief, he will be unable to play in his 2025-26 season. He will thus be denied the opportunity those games present to gain the attention and acclaim that can only be obtained playing for a Division I football team in one of college football's most prestigious and widely covered conferences, to take advantage of the NIL deal he was offered, and to increase his chances of earning a contract to play professional football following the 2025-26 season. Missing out on these opportunities is the very definition of irreparable harm, as was recently recognized in *Williams v. NCAA*, 2024 U.S. Dist. LEXIS 18479, at *7-8 (D.N.J. Feb. 2, 2024).

111. Unless he is assured that he will be eligible to play during the 2025-26 season, Braham will also lose the opportunity to participate in any remaining days of training before returning for formal summer training camp in actual preparation for the 2025 season. All of these missed training opportunities would also harm Braham irreparably, as it would deprive him of critical and irreplaceable opportunities to become integrated into the program's defense and the team as a whole. Further, if Braham is not declared eligible to play in the 2025-26 season these programs will sign another player at his position (wide receiver) through the transfer portal to fill his roster spot; in that event, Braham will lose the opportunity to play Division I college football this coming season regardless of how his eligibility status is ultimately resolved.

112. As held in *Elad*, "this injunction is potentially [the JUCO athlete's] *only* opportunity to complete his Division I career and transition into the NFL." *See Elad*, Exhibit A, pg. 18.

113. Despite the obvious and immediate harm that Braham would suffer if not granted the requested waivers, the NCAA has refused to allow him to even apply for a waiver of the Five-Year Rule (and thus also refused to grant him the Pavia Waiver, which is dependent on the waiver of the Five-Year Rule). The NCAA has done so—confusingly and inconsistently—even though it granted the Pavia Waiver on a blanket basis for purposes of the Intercollegiate Competition Rule.

J. Balance of the Equities

114. As set forth above, Braham "is likely to suffer substantial, immediate, and irreparable harm should he be prevented from playing this season. The NCAA, by contrast, would suffer little harm insofar as, should they later succeed on the merits, they can terminate [Braham's] eligibility."

1 *See Elad*, Exhibit A, pgs. 18-19. (“Court finds that the balance of the equities weighs heavily in Elad’s
2 favor.”)

3 115. This Court’s immediate intervention is needed to right this wrong.

4 **K. Public Interest**

5 116. There is a compelling public interest in promoting fair competition and equal
6 opportunities for all collegiate athletes, regardless of division or sport. The NCAA’s discriminatory
7 eligibility rules and waiver procedure not only impact Division I football but also reverberate across
8 all divisions (II and III) and sports, disproportionately harming student athletes seeking to transfer for
9 better opportunities. These rules degrade the quality of competition available to both the public and
10 student bodies and ultimately impair the integrity of college athletics. The ripple impacts extend to the
11 professional level, impacting the NFL Draft and hindering athletes’ ability to benefit from NIL
12 opportunities, thereby restricting their livelihood and long-term career prospects.

13 117. In order to prevent illegal antitrust acts, “free and fair competition in the labor markets
14 is essential to the American economy.” *Elad*; *Williams v. Nat’l Collegiate Athletic Ass’n*, Civ. No. 24-
15 1098, 2024 WL 397760, at *3 (D.N.J. Feb. 2, 2024).

16 **LEGAL ARGUMENT**

17 **COUNT I.**

18 **(Violation of § 1 of the Sherman Act)**

19 118. Braham incorporates and realleges the allegations contained in Paragraphs 1 -117 of
20 this Complaint as fully set forth herein.

21 119. The NCAA, by and through its officers, directors, employees, agents or other
22 representatives, has illegally restrained and suppressed competition in the relevant markets through its
23 refusal to waive JUCO Eligibility Limitation Bylaws as it applied to Braham’s two (2) years attending
24 a Junior College. The threat posed by the NCAA having the license to bar student-athletes from
25 realizing the opportunities they have earned without logical justification stifles the market’s ability to
26 flourish.
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120. As a direct result of the NCAA's ability to prevent an athlete from exhausting their administrative remedies to even request a waiver, the NCAA will establish a precedent that it may unreasonably restrict student-athletes' ability to participate in the relevant labor market.

121. The NCAA's position results in no benefits to competition in Division I collegiate athletics for the NCAA's member institutions, college athletes, or consumers of NCAA athletic contests. The NCAA's position is logically inconsistent with its own decision to grant student-athletes a blanket waiver in these circumstances for purposes of the Intercollegiate Competition Rule.

122. The NCAA's anti-competitive acts were intentionally directed at the United States market and have had a substantial and foreseeable effect on interstate commerce.

Count II.

(Breach of Contract)

123. Braham incorporates and realleges the allegations contained in Paragraphs 1 -122 of this Complaint as fully set forth herein.

124. The University of Nevada, Reno, is a member of the NCAA Division I. As such, it has agreed to submit to and abide by the NCAA's rules and regulations in exchange for the benefits of NCAA membership, such as participation in high-level intercollegiate athletic competitions. Furthermore, it has agreed to subject itself to NCAA discipline for any failure to comply with its rules and regulations.

125. Braham, as a student-athlete enrolled at the University of Nevada, Reno, who is subject to the same NCAA rules and regulations, is an intended third-party beneficiary of the contractual relationship between it and the NCAA.

126. The NCAA has a contractual obligation to Braham, as an intended third-party beneficiary, to enforce its rules and regulations fairly, consistently, and reasonably.

127. As detailed above, the NCAA unfairly and unreasonably prohibits student athletes from submitting their waiver requests, instead requiring that the institution initiate and control the waiver process, even when the matter directly impacts the student. This institution-driven framework disregards the interest of the individual athlete and offers no alternative mechanism when a member's situation declines, without explanation, to pursue a waiver. As a result, student athletes are left without

1 any meaningful avenue to exhaust administrative remedies, jeopardizing their eligibility, careers, and
2 future livelihood.

3 128. Additionally, the NCAA is treating the JUCO Eligibility Bylaws as valid and
4 enforceable, but the Pavia ruling makes clear that it is not.

5 129. As a result, the NCAA's insistence that the seasons Braham spent playing football at
6 a JUCO count as intercollegiate competition for purposes of the JUCO Eligibility Limitation Bylaws
7 is directly contrary to its promise to enforce and adjudicate its rules fairly.

8 130. Braham's current ineligibility for the 2025-26 Division I college football season, based
9 on the Five-Year Rule, clearly indicates that the NCAA has breached its contractual obligations to
10 him because no NCAA rule or regulation in existence authorizes or permits those actions.

11 131. As an intended third-party beneficiary of the University of Nevada, Reno's agreement
12 to be bound by the NCAA rules and regulations, Braham has suffered and continues to suffer
13 substantial and irreparable harm as a result of the NCAA without any valid contractual authority.
14 Unjustly preventing Braham from playing football during the 2025-26 season deprives him of the
15 once-in-a-lifetime opportunity to compete in Division I football games, improve his skills, support his
16 teammates, and showcase his talents to future professional employers. Specifically, Braham will be
17 unable to compete in athletic competition and avail himself of the myriad opportunities that emanate
18 from his participation, including lucrative NIL rights.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Braham respectfully requests Judgment in his favor and against the NCAA as
21 follows:

22 A. Declaring that (i) the NCAA's application of the 2-4 Transfer Rule GPA Requirement
23 and Five-Year Rule, and to include time spent at Junior Colleges, violates the Sherman Act;
24 and (ii) Braham is eligible to compete at a Division I institution during the 2025-26 season;

25 B. Preliminarily and permanently enjoining the NCAA to immediately issue a waiver
26 request to enable Braham to compete at a Division I institution during the 2025-26 season;

27 C. Preliminarily and permanently enjoining the NCAA from enforcing the 2-4 Transfer
28 Rule GPA Requirement and Five-Year Rule to include time spent at Junior Colleges;

1 D. Preliminarily and permanently enjoining the NCAA from enforcing the Rule of
2 Restitution against Braham and any institution for which Braham plays intercollegiate athletics
3 from complying with and/or relying on any injunctive order entered by this Court; and

4 E. Awarding Braham compensatory and punitive damages, attorneys' fees and costs,
5 prejudgment and post-judgment interest, and such other and further relief as the Court may
6 deem equitable and just.

7 DATED this 23rd day of May, 2025.

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EXHIBIT A	<i>Elad v. National Collegiate Athletic Ass’n</i> 3:25-cv-01981-ZNQ-JTQ New Jersey Federal District Court Opinion	23 pp.
EXHIBIT B	NIL-AT-3-The Annual Dorse Report	17 pp.
EXHIBIT C	NCAA Guide for Two-Year Transfers 2024-2025 Guide Pages 1, 11 and 21	4 pp.
EXHIBIT D	Affirmation of Joseph Benincasa, IV	11 pp.
EXHIBIT E	2024-25 NCAA Division I Manual Pages x,xii,1,9,14,17-18,34,54-56,65-66 and 149	16 pp.
EXHIBIT F	<i>Pavia v. National Collegiate Athletic Ass’n</i> Civ No. 24-01336 (M.D. Tenn. Nov. 8, 2024)	35 pp.